

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

OWNERS INSURANCE CO.,)
Plaintiff,)
v.) CIVIL ACT. NO. 1:20-cv-967-ECM
PAMELA KEEBLE, *d/b/a* KEEBLE) [WO]
ENTERPRISES, *et al.*,)
Defendants.)

ORDER AND JUDGMENT

On April 19, 2022, after factual issues in this Declaratory Judgment action had been presented to a jury, a verdict was returned as follows:

1. Were Eric and Kelsea Toliver staying with Pamela Keeble at Mimosa Drive at the time of Mr. Toliver's accident?

Yes

✓ No

(If yes, continue. If no, you are finished.)

2. Consistent with the Court's instructions on the law, did the Tolivers' living arrangement with Mrs. Keeble at the time of Mr. Toliver's accident indicate some intent of permanency as distinguished from boarding or lodging?

Yes

No

SO SAY WE ALL.

Date: 4/19/22

/s/ Amy Daniel
Foreperson's Signature

The parties represented to the Court that the jury's verdict is determinative as to the Plaintiff's request for Declaratory Judgment.

It is, therefore, the ORDER, JUDGMENT and DECREE of the Court, based on the jury verdict, that judgment is entered in favor of the Plaintiff Owners Insurance Company and against the Defendants Pamela Keeble *d/b/a* Keeble Enterprises, Eric Toliver, and Kelsea Toliver as follows:

1. Eric Toliver and Kelsea Toliver are not entitled to coverage for damages arising out of Mr. Toliver's August 8, 2020 motorcycle accident under Pamela Keeble's insurance policy issued by Owners Insurance Company (No. 49-649-831-01).
2. Costs are taxed as paid.

The Clerk of the Court is DIRECTED to enter this as a Final Judgment pursuant to Fed. R. Civ. P. 58.

Done this 20th day of April, 2022.

/s/Emily C. Marks
EMILY C. MARKS
CHIEF UNITED STATES DISTRICT JUDGE